



Dated: February 23, 2011 13:53:26

The following is ORDERED:

A handwritten signature in black ink, appearing to read "Niles Jackson", written over a horizontal line.

Niles Jackson
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

ALFONZO MCMILLIAN

Debtor.

**Case No.: 07-14115-NLJ
Chapter 13**

AGREED ORDER

THIS MATTER comes on before the Court on the Motion to Deem Real Estate Mortgage Paid in Full or in the Alternative Deemed Current filed by the Debtor on July 30, 2009 (Docket #28), and the Objection thereto filed by Deutsche Bank National Trust Company, as Trustee, on September 25, 2009 (Docket #31). The parties have reached an agreement which is outlined below, and which the Court hereby adopts.

The parties stipulate and agree to the following.

1. Deutsche Bank National Trust Company, as Trustee, is the holder of a claim secured by a validly recorded mortgage upon the following real property (the "Property"):

Lot Twelve (12), of Block Eleven (11), in Park Estates Eleventh Addition, Blocks 9-16, Inclusive, to Oklahoma City, Oklahoma County, State of Oklahoma according to the recorded plat thereof (a/k/a 1805 NE 53rd Street, Oklahoma City, Oklahoma).

2. As of February 23, 2011, the loan is due for the May 1, 2006 installment, and all subsequent payments with an outstanding principal balance of \$64,867.84, accrued interest of \$30,325.60, late charges of \$491.13, escrow advances of \$10,718.41, and corporate advances for attorneys' fees, court costs and expenses, and other allowable charges in the amount of \$5,126.29.

3. Debtor shall immediately resume monthly payments on the Note and Mortgage held by Deutsche Bank National Association beginning with the March 1, 2011 installment, the amount of which shall be \$541.83, pending modification of the loan.

4. Within ten (10) days of the date of this Order, Deutsche Bank National Trust Company, as Trustee, or its servicer, shall forward to Debtor's counsel an application for a loan modification for Debtor's loan. Debtor will have twenty (20) days to submit the fully completed loan modification application, and all supporting information, to Deutsche Bank National Trust Company, as Trustee, or its servicer.

5. Deutsche Bank National Association, as Trustee, shall have sixty (60) days from its receipt of the Debtor's loan modification application to review, approve, and notify Debtor of the terms of the loan modification. The terms of the loan modification agreement shall be consistent with the current terms of the loan with

respect to interest rate and loan term provided, however, the term of the loan shall not be extended beyond the term of the current loan, in the amount of the monthly payment of principal and interest shall not exceed \$850.00. It is expressly understood and agreed that the payment will increase as the loan balance will be increasing to include the amounts set forth in paragraph 2, above.

6. Should Debtor fail to submit his fully completed loan modification application and all supporting documentation within the time provided herein, Deutsche Bank National Association, as Trustee, may pursue its available state court remedies.

7. If Debtor defaults in any monthly installment due under the terms and conditions of this agreement, whether prior to or after the loan modification contemplated hereunder, Deutsche Bank National Association, as Trustee, or its servicer or other designee, shall give the Debtor and his attorney written notice that they have one week to cure such default or Deutsche Bank National Association, as Trustee, will be allowed to pursue its other available remedies in this Court or in state court as appropriate.

IT IS THEREFORE ORDERED that the Debtor's Motion to Deem Real Estate Mortgage Paid in Full or in the Alternative Deemed Current, filed on July 30, 2009 is hereby overruled due pursuant to the parties' agreement as set forth above, which the Court adopts and incorporates into its order by reference.

IT IS SO ORDERED.

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AGREED AND APPROVED:

s/ Dekovan L. Bowler

Dekovan L. Bowler - #15193

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